

DEVELOPMENT DEPARTMENT

The 18th January, 1978

No. 69-(2)-RDB-78/113.—In partial modification of this Department Notification No. 1257-RDB-71/375, dated the 25th November, 1971 the Governor of Haryana is pleased to re-constitute the High Powered Advisory Committee, named the Rural Development Board (Development Department), set up for the implementation of Model/Focal Village and other Rural Development Schemes in the State, as under :—

Official Members—

1. Shrimati Gurbrinder Kaur Brar, Lady Governor, Haryana	.. Chairman
2. Development Minister, Haryana	.. Vice-Chairman
3. Shri Darbari Lal Gupta	.. Vice-Chairman (Non-official)
4. Finance Minister, Haryana	.. Member
5. Social Welfare Minister, Haryana	.. Do
6. Health Minister, Haryana	.. Do
7. Vice-Chancellor, Haryana Agricultural University, Hissar	.. Do
8. Commissioner for Finance, and Secretary to Government Haryana, Finance Department	.. Do
9. Secretary to Government, Haryana, Development and Panchayat Department	.. Do
10. Secretary, Housing Department, Haryana	.. Do
11. Secretary to Government, Haryana, Public Works Department (B and R/P.H.)	.. Do
12. Secretary, Agriculture Department, Haryana	.. Do
13. Registrar, Co-operative Societies, Haryana	.. Do
14. State Transport Controller, Haryana	.. Do
15. Director of Industries, Haryana	.. Do
16. Director of Health Services, Haryana	.. Do
17. Director of Panchayats, Haryana	.. Do
18. Director of Agriculture, Haryana	.. Do
19. Director of Fisheries, Haryana	.. Do
20. Director, Animal Husbandry, Haryana	.. Do
21. Chief Engineer, Haryana, P. W. D., Public Health Branch	.. Do
22. Chief Engineer, Haryana, P. W. D., B. and R. Branch	.. Do
23. Additional Chief Architect, Haryana	.. Do
24. Senior Town Planner, Haryana	.. Do
25. Chairman, State Social Welfare Board, Haryana	.. Do
26. Director, Town and Country Planning, Haryana	.. Do
27. Chief Conservator of Forests, Haryana	.. Do
28. Deputy Secretary, Development, Haryana	.. Member-Secretary

Non-official Member—

1. Ch. Desh Raj, M. L. A., Indri, District Karnal.
2. Shri Sher Singh, M. L. A., Mulana, District Ambala.
3. Shri Devinder Sharma, M. ... A., Kurukshetra.

Functions of the Rural Development Board (Development Department)

The functions of the Rural Development Board (Development Department) shall include:—

- (1) Planning and implementation of the Model/Focal Village scheme in the State;
- (2) Implementation of area planning schemes;
- (3) Proper demarcation of village phirnis, regulation of future construction thereon according to a well-conceived system of country planning;
- (4) Construction and maintenance of link and approach roads and Village lanes and pavement of streets;
- (5) Provision of drinking water-supply in the villages;
- (6) Arrangements for proper drainage and refuse disposal systems in the villages;
- (7) Provision of common latrines in the villages and introduction of a regular sanitation system in the houses, lanes and common places;
- (8) Provision for better health services by opening Civil/Veterinary Dispensaries in the villages and by providing health centres for child care, mid-wifery etc;
- (9) Provision of better communication facilities in the villages by opening Post Offices, Telegraphs and Telephone Centres and by introduction of Television;
- (10) Plantation of trees and establishment of kitchen gardens.
- (11) Establishment of godowns and mandis etc. for providing better marketing facilities to the rural masses;
- (12) Spreading literacy in the rural areas by setting up schools and colleges wherever feasible and considered advisable;
- (13) Devising of means to improve the living standard of the weaker sections, landless labourers and agricultural workers in the villages including the improvements of the housing facilities for them;
- (14) Devising of revenue earning schemes for the villages including schemes for better utilization of the village shamilat lands;
- (15) Organisation of Rural youth Clubs, Mahila Mandals, Recreation Centres, Libraries, Reading Rooms, Parks and other sources of entertainment and enlightenment for the rural masses;
- (16) Review of progress made in the model village and under other rural development schemes from time to time.

2. The Rural Development Board (Development Department) shall be competent to include any scheme of Development in the rural area in its plan and shall also be competent to co-opt as a member any person in the interest of implementation of any scheme.

3. The headquarters of the Rural Development Board (Development Department) shall be at Chandigarh or any other place fixed by the Government. The Rural Development Board (Development Department) shall meet at least thrice a year and the intervening period between the successive meetings shall not exceed 4 months in any case.

4. M. L. As. will draw Travelling Allowance and Daily Allowance as admissible to them as members of the Haryana Legislature. They will, however, draw their daily allowance and travelling allowance from the Haryana Vidhan Sabha Secretariat. The Secretary, Vidhan Sabha will be the Controlling Officer for the purpose of counter-signing the travelling allowance and daily allowance bills of the M. L. As.

5. The official members will draw travelling allowance and daily allowance as admissible to them under the Travelling Allowance Rules.

6. The non-official members, including Vice-Chairmen, other than M. L. As/M. Ps shall be entitled to Travelling Allowance and Daily Allowance for attending the meetings of the Board as laid down in Para 4(c) of the instructions issued, - vide Haryana Government U. O. No. 670-Pol (4)-72, dated the 4th April, 1972. The expenditure on their T. A./D. A. will be met from the grant under head " 314-Community Development-A (i)-Direction and Administration-IX-I(iv)-Head-quarters Staff (General) (Plan)".

7. The Rural Development Board (Development Department), will function as a High Powered Advisory Committee of the Development Department and its decision in regard to the implementation of the schemes and incurring expenditure concerned therewith shall be final.

8. The works of the Rural Development Board (Development Department) shall be executed through the P. W. D. (B and R) and Public Health Branches.

9. The action taken by the erstwhile Rural Development Board prior to the date of issuance of this Notification shall be deemed to have been done by the reconstituted Rural Development Board (Development Department) under the provisions of this Notification.

G. V. GUPTA, Secy.

AGRICULTURE DEPARTMENT

The 23rd January, 1978

No. 9903-Agri. (3)-77/1265.—It is hereby notified that the following officers/officials of Agriculture Department have passed the Departmental Examination in Accounts held in October, 1977, as indicated against their names:—

Serial No.	Roll No.	Name	Designation	Standard of passing
1	952	Shri Sushil Kumar Chhilar	Agriculture Inspector (under training A. T. I. Rohtak) Din. Sirsa.	With credit.
2	903	Shri Jai Pal Singh	Horticulture Inspector, Jagadhri, Distt. Ambala	Higher Standard.
3	921	Shri Prithvi Singh	Agriculture Inspector (SC). Sadhaura (Ambal.)	Ditto
4	923	Shri Hardul Singh	Agriculture Inspector, Landhri, Distt. Hissar	Ditto
5	943	Shri Randhir Singh Duhan	Agriculture Inspector, Dhol (Ballabgarh), Gurgaon	Ditto
6	957	Shri Lakshmi Chand Sharma	Assistant Cane Commissioner, Chandigarh	Ditto
7	902	Shri Inder Singh Chawla	Agriculture Inspector, Soil Conservation, Panipat	Lower Standard
8	906	Shri Laxmi Narain	Horticulture Inspector, Yadavindra Garden, Pinjore	Ditto
9	907	Shri Ram Dhari	Agriculture Inspector, H.Q. Fatehgarh Tumbi, Block Bilaspur, Distt. Ambala	Ditto
10	910	Shri Dile Ram	Agriculture Inspector, Bhadson (Nilokheri), Karnal	Ditto

Serial No.	Roll No.	Name	Designation	Standard of passing
11	911	Shri Subhas Chander Gupta	Agriculture Inspector, Sanina (under Training at Rohtak)	Lower Standard
12	915	Shri Ram Kishan	Agriculture Inspector, Ganaur	Ditto
13	916	Shri Kapur Singh	Agriculture Inspector, Kaithal (Kurukshetra) C/O Principal, Training Institute, Rohtak	Ditto
14	939	Shri Satnam Singh	Agriculture Inspector, H. Q. Miwaz Nagar, Block Narnaul, District Mohindergarh	Ditto
15	940	Shri Shiv Kumar Sharma	Agriculture Inspector, Jassur Kheri, Block Sampla (Rohtak)	Ditto
16	946	Shri Krishan Arya	Agriculture Inspector, Thanesar District (Kurukshetra) (I. A. D. P.)	Ditto
17	960	Shri Raj Pal Nara	Chemical Assistant, O/o Assistant Geologist (G. W. C. Rohtak).	Ditto
18	968	Shri Sukhvir Singh	Agriculture Inspector, Barhana (Rohtak)	Ditto

Dated 4th January, 1978

G. L. BAILUR,

Commissioner and Secy.

IRRIGATION DEPARTMENT

The 16th January, 1978

No. 682/89-L.—Whereas it appears to the Governor of Haryana that land specified below is needed by the Government, at public expenses, for a public purpose, namely, for the construction of Hasanpur Minor from 0 to 1.114 Kilometres off taking at 1.00 Kilometre/left of Bidawas Distributary to village Bawal, tehsil Rewari, district Mahendragarh, it is hereby notified that the land in locality specified below is to be required for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894, for the information to whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana, hereby authorise the officers of Irrigation Department for the time being engaged in the undertaking, alongwith their servants, workmen etc., to enter upon and survey land in the locality and do all other acts required or permitted by that section.

Further, whereas the Governor of Haryana is satisfied that the land is required for the construction of Hasanpur Minor from 0 to 1.114 Kilometres off taking at 1.00 Kilometre/Left of Bidawas Distributary which is of very urgent importance within the meaning of clause (c) of sub-section (2) of section 17 of the said Act and whereas the Governor of Haryana is of the opinion that the provision of sub-section (2) of the said section are thus applicable, it is hereby directed under sub-section (4) of section 17 of the said Act that the provisions of section 5-A of the said Act shall not apply in regard to this acquisition.

SPECIFICATION

District	Tehsil	Village	Had-bast No.	Area in Acres/Hectares	Boundaries
A strip of land measuring 1,114 metres is length and varying in widths comprising of full/part Killa Nos. as below :—					
Mahendragarh	Rewari	Bawal	37	3.985/1.613	Rect-Killa Nos. in angle full part. No.
				219 25.	
				220 21/1 and 21/2.	
				229 1, 10, 11 20/1, 20/2 and 21.	
				230 5, 6, 15, 16/1, 16/2 and 25.	
				251 5, 6, 15, 16 and 25.	
				252 1, 10, 11, 20 and 21.	
				257 1, 10 and 11/1.	
				258 5, 6, 7/1, 7/2, 13, 14, 15, 17, 18, 22, 23 and 24.	
				269 6/1, 6/2, 15/1, 15/2, 16/1, 16/2, 17, 23, 24 and 25.	
				270 1, 2/1, 2/2, 3, 8, 9, 10, 11 and 12.	
				And generally lying in the direction from East to West from 0 to 50 metres, South West to North East from 50 to 426 metres and to North from 426 to 1,114 metres as demarcated at site and as on the Index plan.	

By order of Governor of Haryana,

A. M. SINGAL,

Superintending Engineer,
J. L. N. Canal Circle, No. I, Rohtak.

The 17th January, 1978

No. 987/2-L.—Whereas the declaration under section 6 of the Land Acquisition Act, 1894, in respect of the land specified below has been made and published in Haryana Government Gazette,—*vide* notification No. 23436, dated 14th December, 1977.

Now, therefore, in exercise of the powers under section 7 of the Land Acquisition Act, 1894, the Governor of Haryana hereby directs the Land Acquisition Collector, Public Works Department, Irrigation Branch, Rohtak, to take order for the Acquisition of the said land.

SPECIFICATION

District	Tehsil	Village	Hadbast No.	Area in Acres	Boundary					
										A plot of land comprising of full field numbers.
Rohtak	Rohtak	Maina	72	9.75	96	96	96	96	96	96
										6, 7, 8, 13, 14, 15
										And part field numbers.
										96 96 96 96 96 96
										16, 17, 18, 19, 20, 16/1
										In village Maina in tehsil Rohtak, district Rohtak as demarcated at site as shown on the index plan.

By order of the Governor of Haryana,

(Sd.) . . .,
Superintending Engineer,
Loharu Canal Circle, Rohtak.

The 12th January, 1978

No. 485/2-L— Whereas it appears to the Governor of Haryana, that land specified below is needed by the Government at public expense for a public purpose namely for the construction of escape channel No. 1, from R. D. O to Tail R. D. 5800 Metres of taking from R. D. 311000 of Jawaher Lal Nehru Feeder in Villages Akheri-Madanpur, Mundhara, Koilpur and Chadwana in Tehsil Jhajjar District Rohtak. It is hereby notified that the land in the locality specified below is to be required for the above purpose.

This notification is made under the provision of section 4 of the Land Acquisition Act, 1894, for the information of all to whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana hereby authorised the officer of Irrigation Department for the time being engaged in the undertaking alongwith their servants and workmen etc. to enter upon and survey land in the locality and do all other acts required for permitted by that section.

Further, whereas the Governor of Haryana is satisfied that that land is required for the above work which is of very important within the meaning of clause (c) of sub section (2) of section 17 of the said Act, and whereas the Governor of Haryana is of the opinion that the provision of sub section (s) of the said section are thus applicable, it is hereby directed under sub section (4) of section 17 of the said Act that the provision of section 5-A of the said Act shall not apply in regard to this acquisition.

SPECIFICATIONS

Sr No.	District	Tehsil	Village & Hadbast Number.	Area in Hect.	Boundary
10	Rohtak	Jhajjar	Akheri Madanpur	15.90	A strip of land 5800 meters in length and varying in widths lying generally in direction of West to East comprising of rectangle number and field numbers as under. Field Numbers 6, 7, 8, 9, 10, 1, 2, 3, 4, 5, 26, 27/2, 27/1

Sr. No.	District	Tehsil	Village & Hadbast Number	Area in Hect.	Boundary
	Rohtak	Jhajjar	Akheri Madanpur 200—concl	15.90— concl	Rectangle Number 85, Field Number 1, 2/1, 2/2, 3, 4, 5, 6/1, 6/2, 6/3, 7/1, 7/2, 8, 9, 10/1, 10/2 Rectangle Number 84
					Field Number 1, 2, 3, 4, 5/1, 5/2, 6, 7, 8, 9, 10
					Rectangle Number 83
					Field Number 1/1, 1/2, 2/1, 2/2, 3, 4/1, 4/2, 5/1, 5/2, 6, 7, 8, 9, 10
					Rectangle Number 82
					Field Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10/1, 10/2
					Rectangle Number 81
					Field Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
					Rectangle Number 80
					Field Number 1, 2, 3, 4/1, 4/2, 4/3, 5, 7/1, 7/2, 8/1, 8/2, 9, 10/1, 10/2
	Do	Do	Mundhara, 198	7.87	Rectangle Number 6
					Field Number 5, 6
					Rectangle Number 7
					Field Number 1, 2/1, 2/2, 3, 4, 5, 6, 7/1, 7/2, 8/1, 8/2, 9, 10/1, 10/2
					Rectangle Number 4
					Field Number 21, 22, 23/1, 23/2, 24, 25/1, 25/2
					Rectangle Number 3
					Field Number 21/1, 21/2, 22, 23/1, 23/2, 24/1, 24/2, 25
					Rectangle Number 8
					Field Number 1/1, 1/2, 2, 3, 4/1, 4/2, 5/1, 5/2, 5/3, 6/1, 6/2, 7/1, 7/2, 8, 9/1, 9/2, 10/1, 10/2
					Rectangle Number 2
					Field Number 19, 20/1, 20/2, 21, 22, 23, 24

Sr. No.	District	Tehsil	Village & Habbast Number	Area in Hect.	Boundary
	Rohtak	Jhajjar	Mundhara, 198 - <i>conclu</i>	7.87 - <i>conclu</i>	Rectangle Number 9 Field Number 1/1, 1/2, 2/1, 2/2, 2/3, 3, 4, 5, 6, 7/1, 7/2, 8/1, 8/2, 9, 9/1, 112 Rectangle Number 10 Field Number 1
Do	Do	Do	Koilpur, 217	1.91	Rectangle Number 74 Field Number 15, 16, 17, 18, 19, 25 Rectangle Number 73 Field Number 11, 12, 13, 14, 6, 7, 17, 18, 19, 20, 21, 22, 23 Rectangle Number 80 Field Number 1, 2
Do	Do	Do	Chadwana, 218	16.17	Rectangle Number 36 Field Number 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 Rectangle Number 32 Field Number 21, 22, 23, 24, 25 Rectangle Number 38 Field Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10/1, 10/2, 11, 12/1, 12/2, 13, 14, 15 Rectangle Number 39 Field Number 1, 2/1, 2/2, 3, 4, 5, 6, 7, 8, 9, 10/1, 10/2, 11 Rectangle Number 31 Field Number 21, 22, 23/1 23/2, 24, 25 Rectangle Number 40 Field Number 1, 2, 3, 4, 5, 10 Rectangle Number 30 Field Number 16, 17, 18, 19, 20/1, 20/2, 21, 22, 23, 24/1, 24/2, 25/1, 25/2 Rectangle Number 41 Field Number 1, 2, 3, 4, 5.

Sr. No.	District	Tehsil	Village and Hildbast Number	Area in Hect.	Boundary
					Rectangle Number 29
					Field Number 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 28.
					Rectangle Number 28
					Field Number 7, 8, 9/1, 9/2, 10, 11, 12, 13, 14, 17, 18, 19/1, 19/2, 20, 21, 22, 23.
					Rectangle Number 35
					Field Number 6, 15, 16, 17, 21, 24, 25.
					Rectangle Number 37
					Field Number 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.
					As demarcated at site and as shown on the plan.
				41.85	

By order of the Governor of Haryana.

A. K. JAIN
Suprintending Engineer,
Construction Circle No. I, 3—Alipur Road,
Delhi-6.

The 19th January, 1978

No. 219/Drainage/BBP Lake.—Whereas the Governor of Haryana is satisfied that the land specified below is needed urgently by Government, at public expenses, namely, for the land to be acquired for storage on newly submerged area in widened portion of Bibipur Lake for raising capacity of Bibipur Lake from RL 812-822 in village Tikoran and Chhaolan, for which a notification has been issued under section 4 and sub-section (4) of section 17 read with clause (c) of sub-section (2) of section 17 of the said Act and published,—*vide* Haryana, Government Notification No. 177/Drg./Bibipur Lake, dated the 16th May, 1976, in Haryana Government Gazette, Part I, it is hereby declared that the land described in the specification below is required for the above purpose.

This declaration is made under the provision of section 6 of the Land Acquisition Act, 1894, for the information of all to whom it may concern.

The plans of the land may be inspected in the offices of the Land Acquisition Collector, Public Works, Department, Irrigation and Power, Ambala and the Executive Engineer, Bibipur Lake Division, Kaithal.

SPECIFICATION

District	Tehsil	Village	Area in acres	Boundary/Khasra Nos.
1. Kurukshetra	Guhla	Tikoran, H. B. No. 52	23.44	Nos. of plot of land generally lying in the north-south along with Lukhi Bund towards the Lake side comprising of square/Kila Nos. 4 9/2, 10/2, 11, 12, 19 to 22, 23/1

District	Tehsil	Village	Area in acres	Boundary/Khasra Nos.
1 - <i>concl'd</i>				13
				1, 2, 3/1, 8/2, 8/3, 9, 10, 11/1, 11/2, 12,
				13
				17
				13/1, 19/2, 20, 1, 2, 9, 10
				24
				25
				5, 6, 1, 10, of village Tikoran
				Square Kila Nos.
2. Kurukshetra	Guhla	Chhaolan, H. B. No. 53	45.97	17
				6, 7, 14, 15, 16, 17, 24, 25
				18
				7 to 14, 17 to 24, 25/1, 1 to 4, 5 1/2, 6 1/2
				32
				46
				48
				4, 5, 5 1/2, 6, 10, 11
				49
				6, 7, 10/1, 10/2, 11 to 15, 17 to 20, of village Chhaolan.

By order of the Governor of Haryana,

O. M. P. SIKRRI,

Superintending Engineer,
Drainage Circle, Karnal.

EDUCATION AND LANGUAGES DEPARTMENT

{The 25th January, 1978

No. 10/14/78-Ed-I(3).—In exercise of the powers conferred by section 3 of the Haryana Official Language Act, 1969, the Governor of Haryana hereby specifies the following purposes for which the language in use immediately before the 26th January, 1969, be the language for the period ending the 25th day of January, 1979 :—

1. Correspondence with private bodies, firms and individuals of foreign nationalities, etc.
2. All correspondence addressed to the Accountant-General, Haryana or to the Auditor-General of India, or to the Examiner, Local Fund Accounts, Haryana, including documents like posting and transfer orders, orders sanctioning leave, sanctions regarding creation of posts, sanction regarding special pay, etc., and Reports, Returns, Registers, Record, required by the Accountant-General or the Auditor-General of India or the Examiner, Local Fund Accounts, to be kept, maintained and written in English.
3. All correspondence with non-Hindi Speaking States except Punjab, Maharashtra.
4. All orders passed by the Financial Commissioners in Judicial proceedings and such final orders passed by various Departments as are open to direct appeal, revision or review by the Punjab and Haryana High Court, except the orders which are passed by Revenue Officers and Revenue Courts subordinate to the Financial Commissioner.

5. Correspondence with the Government of India in cases requiring elaborate interpretation of points of laws and rules where it is considered desirable to Employ English as the medium of correspondence.
6. Advertisements/tenders published in English Newspapers or Non-Hindi Newspapers from the office of the Additional Controller of Stores, and the Public Works Department or Public Service Commission.
7. Scientific/Technical/Medical Works including Scientific/Technical/Medical Education.
8. Drawings, Estimates and specifications of Departments like P. W. D., B. & R. Public Health, Town and Country Planning, Architecture, etc.
9. The work of Legal Remembrancer and Advocate-General to the extent it is essential in view of the judgements of the High Court and Supreme Court being in English.
10. Gazetteer Unit, Revenue Department, Haryana.
11. Deeds and Instruments to be executed by or on behalf of the Governor of Haryana.
12. Technical Reports in respect of Irrigation Department.
13. Deeds and instruments to be executed by and on behalf of the Life Insurance Corporation and the Haryana Financial Corporation.

M. SETH,
Commissioner and Secy.

LABOUR DEPARTMENT

The 6th January, 1978

No. 19000-4Lab-77/464.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workman and the management of M/s Pritam Engineering Works, 5-F/7, N.I.T., Faridabad:—

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 109 of 1976

between

SHRI MANJIT SINGH WORKMAN AND THE MANAGEMENT OF M/S PRITAM ENGINEERING WORKS, 5-F/7, N. I. T., FARIDABAD

Present:—

Shri Pasham Singh for the workman.

Shri R. C. Sharma for the management.

AWARD

By order No. ID/FD/999-A-76/21463, dated 23rd June, 1976, the Governor of Haryana, referred the following dispute between the management of M/s Pritam Engineering Works, 5-F/7, N. I. T., Faridabad, and its workman Shri Manjit Singh, to this Tribunal, for adjudication in exercise of the powers conferred by clause (d) sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Manjit Singh was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. Shri Pasham Singh appeared for the workman but there was a report from the process-server that there was no factory at the sight named as Pritam Engineering Works. The workman then prayed to make an application. He made application dated 16th September, 1976 and stated therein that formerly there was Akal Engineering Works when demand notice was served but it had returned back and that there was Pritam Engineering

Works in place of Akal Engineering. Then again demand notice was served in the name of Pritam Engineering Works but they have come to know that the management have changed the name from Pritam Engineering Works to Gautam Engineering Works. The application further stated that the premises, partners and properties and the workers were the same. The workman prayed that Gautam Engineering Works be made party.

Thereafter several adjournments were granted for effecting service on the management but the management could not be served. Pleadings were filed by the parties and following issues were framed on 5th July, 1977.

- (1) Whether the workman concerned was the employee of the management?
- (2) Whether the workman concerned has described the management correctly? If not, to what effect?
- (3) Whether the termination of services of Shri Manjit Singh was justified and in order? If not, to what relief is he entitled?

Then the case was fixed for the evidence of the workman on 18th August, 1977. The representative for the workman prayed for adjournment. Granting his request the case was fixed for the evidence of the workman on 27th September, 1977. On 27th September, 1977, the representative for the workman again prayed for adjournment. On his request the case was again fixed for the evidence of the workman on 19th October, 1977. On 19th October, 1977, the representatives for the parties were present but the Presiding Officer was on leave. The case was then fixed for the evidence of the workman for today.

Today also the evidence of the workman is not present. Shri Pasham Singh has appeared in the case almost on all dates, except two dates. Once neither the workman nor his representative was present on 1st March, 1977. Then fresh notice to the workman was ordered and Shri Pasham Singh had noted the date. The other time Shri Darshan Singh had appeared.

The representative for the management objects that there is no letter of authority by the workman concerned in favour of either Shri Pasham Singh or Shri Darshan Singh. I have seen the file. There is no letter of authority by the workman concerned in favour of his above said representative. But I do not attach much importance to it, I think the workman concerned might have given oral authority to his representative.

The representative for the management argues that the reference cannot proceed further. Firstly that there is no letter of authority in favour of the representative for the workman, secondly that the management have been described wrongly, thirdly that the workman is not taking any interest. He has not brought any evidence by this time, although he obtained several adjournments.

I think issue No. 2 is crucial in the case, which is as under:—

Whether the workman concerned has described the management correctly? If not, to what effect?

Going through the application of the workman, dated 16th September, 1976, I find that the workman has described the management not correctly. He himself has prayed that M/s Gautam Engineering Works be made party to this reference. Therefore, the parties were not at issue on this point. It is an admission of the workman that the name from Pritam Engineering Works has been changed to Gautam Engineering Works. Now there is no person in existence in the name and style of M/s Pritam Engineering Works. The representative for the workman states that Gautam Engineering Works bears the liabilities of Pritam Engineering Works. It may be so, and when the person of Gautam Engineering Works is before me, I can decide whether Gautam Engineering Works is or is not liable to discharge the liabilities of the Pritam Engineering Works. But when Pritam Engineering Works is no more in existence, I do not find myself in a position to proceed further in this reference, when the management named in the reference is no more and Gautam Engineering Works another management has come in its place. In the circumstances I am not in a position to give my award or answer the reference on merits when the management described in the reference is nowhere traceable, and even according to the workman its name had been changed. When the name of the management has been changed or another person has come into being instead or in place of the management described in the reference, this reference has become infructuous. In the circumstances, the workman concerned has a right to proceed with the dispute afresh after giving a fresh demand notice and to raise another regular dispute describing his management with correct name and style. This shall in no way prejudice the right of the workman granted to him under the law and procedure open to him as per law.

I, therefore, give my award as follows:—

That the management described in the order of reference is no more in existence and therefore the termination of services of Shri Manjit Singh by the management cannot be decided either way. I, therefore, return the reference under my above observations.

Dated 21st November, 1977.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 1152, dated 30th November, 1977

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Dated 30th November, 1977.

The 16th January, 1978

No. 371-4Lab-78/848.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workmen and the management of M/s. Haryana Distillery Yamuna Nagar.

BEFORE SHRI NATHU RAM SHARMA, ARBITRATOR, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 108 of 1977

between

THE WORKMEN AND THE MANAGEMENT OF M/S. HARYANA DISTILLERY,
YAMUNA NAGAR

Present.—

Shri Balbir Singh and Puran Singh for the workmen.

Shri Roshan Lal Gupta, for M/s. Haryana Distillery Yamuna Nagar, M/s. Bhagwan Dass Pehwa and Co., Yamunanagar and M/s. Durga Trading and Company.

INTERIM AWARD

On receipt of the Arbitration agreement, notices were issued to the parties. The parties appeared and filed their pleadings.

It was stated in the Arbitration agreement that the Arbitrator i.e., Industrial Tribunal, Haryana, Faridabad shall give his award within 4 months of the publication of the arbitration notification. A copy of the arbitration notification was sent to the Controller, Printing and Stationery, Department, Haryana, Chandigarh, for publication in *Haryana Government Gazette* extraordinary on 27th July, 1977.

When the parties appeared on 21st September, 1977, the representative for the workmen prayed that the period of award be extended because the workmen would not be able to prepare their case during the period specified in the agreement and prayed that this period be extended by two months more. The representative for the workmen made a statement to that effect. The representative for the management agreed. He also made a statement to that effect. Then the period was extended by two months. Now period for giving the award shall expire on 22nd January, 1978, or six months after the publication of notifications.

It was also found that day that another contractor named Shri Durga Trading Co., was also a concerned party and therefore notices to him were also sent. Shri Durga Trading Company also appeared through their representative,

On pleadings of the parties the following issues were framed on 8th November, 1977.—

- (1) Whether the workmen of M/s Prem Dass Pahwa and Durga Trading Company are entitled to bonus for the years 1975-76 and onwards as per settlement dated 3rd October, 1973 ?
- (2) If issue No. 1 is not proved whether the above said workmen are entitled to Bonus for the above said period as per provision of payment of Bonus Act, 1965 ?
- (3) In case to what quantum of Bonus for the said period the above said workmen are entitled to ?

The representatives of the parties agreed that all the issues were issue of law only and no evidence was necessary on the issues and that they shall argue on the issues.

The case was then fixed for arguments by the parties. The parties argued their cases. Arguments were heard. I give my finding issuewise.

Issue No. I.

I have gone through the settlement. Demand No. 4-A, which was agreed to by both the parties, provides, "Bonus to all Contractors employees at par with the Company's Employees for the year 1974-75 commencing from 1st April, 1974." This is the relevant clause in that settlement, and the question referred to is also this : Whether the workmen of contractors are entitled to get bonus at par with the workers of M/s Haryana Distillery in view of the settlement for the year 1974-75 and onwards or as per the provisions of payment of Bonus Act. Therefore, the agreement between the parties on demand No. 4-A is most important because this demand No. 4-A is the question involved between the parties.

The learned representative for the workmen argued that this settlement was arrived at between M/s Haryana Distillery Yamuna Nagar and the workmen and according to which the contractors are liable to pay bonus at par with the employees of M/s Haryana Distillery. They further argued that when M/s Haryana Distillery entered into this agreement (settlement) their contractors are bound by it, because M/s Haryana Distillery can stipulate such a term in the agreement of the contract with the contractor. The contractors are under them.

The learned representative for the management argued that the law has saved only those settlements relating to Bonus where bonus was linked with production or productivity. And where the bonus was not linked with production or productivity the settlement was not saved and had become redundant and ineffective as per the law prevailing at Present. He referred to section 31(a) of the payment of Bonus Act, 1965.

I have gone through section 31(a) of the said Act. This section was added by act No. 23 of 1976 with effect from 25th September, 1975. A reading of this section clearly means that only the settlements entered into by the employer's and employee's whether before the commencement of the payment of Bonus (Amendment) Act, 1976 or after such commencement, providing for payment of annual bonus linked with production or productivity are saved and stand and govern the parties. Other settlements which do not provide payment of bonus linked with production or productivity are not saved and such settlement will not govern the parties, such settlement has become ineffective and inoperative by operation of law.

I have also gone through the ordinance published in the Gazette of India extraordinary part II section 9 dated 3rd September, 1977 and Ordinance No. 9 of 1977. That also has amended section 31(a). That has added a word "further" between the words "provided" and "that". It had made no difference in section 31(a). It has only added a word "further" to the proviso. This amendment has also added another proviso to section 31(a) whereby the amendment has secured minimum bonus payable to the employees under sub-section (2) of section 10, even if the workmen had relinquished their right to receive the said minimum Bonus by some agreement or settlement.

A discussion of law leads to the following conclusions, namely;

- (1) Settlements regarding payment of Bonus linked with production or productivity stand are effective and operative.
- (2) Settlements providing payment of bonus not linked with production or productivity go away, are neither effective nor operative.
- (3) Settlements by which the employees relinquished their right to receive the minimum bonus under sub section (2) of section 10, also away. They do not stand and are neither effective nor operative but are null and void.

When above is the conclusion of law the employees are not entitled to payment of Bonus under the settlement, dated 3rd October, 1973. When the settlement itself has become inoperative and ineffective,

M/s. Bhagwan Dass Pahwa and Co., Yamuna Nagar or any other contractor in M/s. Haryana Distillery, Yamuna Nagar are not liable to pay the bonus at par with the workers of M/s. Haryana Distillery, Yamuna Nagar, in view of the settlement, dated 3rd October, 1973 for the years 1975-76 and onwards as the said settlement has lost its force and has become ineffective and inoperative by operation of law. I, therefore, decide this issue against the workmen.

Issue No. 2.

As issue No. 1 has not been proved in favour of the workmen, the workmen of M/s. Bhagwan Dass Pahwa & Co., Yamuna Nagar or any other contractor in M/s. Haryana Distillery Yamuna Nagar are liable to pay bonus to their workmen as per provisions of the payment of Bonus Act, 1965. As a result of my findings on the above issues, I give this interim award that M/s. Bhagwan Dass Pahwa & Co., Yamuna Nagar or any other contractor in Haryana Distillery Yamuna Nagar are not liable to pay the bonus at par with the workers of M/s. Haryana Distillery Yamuna Nagar in view of the settlement, dated 3rd October, 1973 for the year 1975-76 and onwards and that the said M/s. Bhagwan Dass Pahwa & Co., Yamuna Nagar or any other contractor in M/s. Haryana Distillery Yamuna, Nagar are liable to pay bonus to their workmen as per provisions of the payment of Bonus Act, 1965.

As far as quantum of Bonus for the year 1975-76 and onwards payable to the workers of the above said contractors is concerned, the award on this point shall follow hereafter.

Dated the 22nd December, 1977.

NATHU RAM SHARMA,

Arbitrator,

Presiding Officer,
Industrial Tribunal, Haryana, Faridabad.

No. 10, dated the 2nd January, 1978.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Dated the 2nd January, 1978.

Arbitrator,

Presiding Officer,
Industrial Tribunal, Haryana, Faridabad.

No. 72-4Lab-78/854. In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and the management of M/s Haryana Polysteels Ltd., Satrod (Hissar.)

BEFORE SHRI MOHAN LAL JAIN, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

Reference No. 78 of 1977

between

SHRI ATAM PARKASH GIRDHAR, WORKMEN, AND THE MANAGEMENT OF M/S.
HARYANA POLYSTEELS LTD., SATROD (HISSAR)

AWARD

By order No. ID/HSR/178-B-77/23901, dated the 21st June, 1977, the Governor of Haryana referred the following dispute between the management of M/s. Haryana Polysteels Ltd., Satrod, District Hissar and its workmen Shri Atam Parkash Girdhar to this Court for adjudication, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Atam Parkash Girdhar was justified and in order? If not, to what relief is he entitled?

The parties put in their appearance in this Court in response to the usual notices of reference sent to them and filed their pleadings giving rise to the following issues framed,—vide my order, dated 28th November, 1977:—

- (1) Whether Shri Atam Parkash was a workman on the date of termination of his services by the management concerned within the definition of this term as given in section 2 (s) of the Industrial Disputes Act, 1947 :—
- (2) Whether the reference is bad in law for the reasons given in paragraph 1 and 4 of the preliminary objections as mentioned in the written statement?
- (3) What is the effect of the failure of Shri Atam Parkash to sign, verify and personally file the claim statement?
- (4) Whether Shri Tek Chand Gupta is legally competent to put in his appearance as authorised representative of Shri Atam Parkash Girdhar?
- (5) Whether Shri Atam Parkash absented himself from duty with effect from 23rd June, 1976 voluntarily and continued to do so for 10 days thereafter?
- (6) If yes, whether he lost his lien on the job as a result of his long continued absence of 10 days?
- (7) Whether the services of the workman concerned shall be deemed to have been automatically terminated as a result of his continued absence of 10 days from duty?
- (8) Whether Shri Atam Parkash is estopped by his act, and conduct from claiming the relief asked for by him?

The case having been fixed for recording the evidence of the workman concerned on 22nd December, 1977, the latter made a statement before me that his demand had been satisfied as a result of mutual amicable settlement arrived at between the parties. He in this connection brought on record the written withdrawal of his claim arising out of the demand, Ex.W-1.

It would thus appear that there is now no dispute between the parties requiring adjudication and that the demand raised by the workman on the management leading to this reference stands withdrawn. I, hold accordingly and answer the reference while returning the award in these terms.

MOHAN LAL JAIN,

The 27th December, 1977.

Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 2904, dated the 30th December, 1977.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

MOHAN LAL JAIN,

Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 372-4Lab-78/864.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workmen and the management of M/s Nav Bharat Industries, Hissar Road, Rohtak.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No 138 of 1977

between

THE WORKMEN AND THE MANAGEMENT OF M/S NAV BHARAT INDUSTRIES,
HISSAR ROAD, ROHTAK

Present.—

Shri Balwant Singh, for the workmen.

Shri Krishan Chand, for the management.

AWARD

By order No. ID/FD/30155, dated 19th August, 1977, the Governor of Haryana, referred the following disputes between the management of M/s Nav Bharat Industries, Hissar Road, Rohtak and its workmen to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

- (1) Whether the workmen who have completed two years service should be confirmed. If so, with what details ?
- (2) Whether the workmen should be granted loan for the purchase of wheat. If so, with what details ?

On receipt of the order of reference notices were issued to the parties. The parties appeared and filed their pleadings. The parties settled dispute No. 1 under reference. The management confirmed 50 workmen and filed their list to which the workmen agreed. Then dispute No. 2 remained to be decided. Then the following issues were framed on 15th November, 1977 :—

Whether the workmen should be granted loan for the purchase of wheat ? If so, with what details ?

The case was fixed for the evidence of the workmen on 28th December, 1977. On 28th December, 1977 the parties appeared and the representative for the workmen with drew dispute No. 2 for the present and stated that if in future if the workmen felt necessary they may raise the dispute again. The matter related to loan to be granted to the workmen for purchase of wheat under dispute No. 2. The representative for the management stated that the management are granting advances time and again to the workmen whenever they deem fit. In future they shall be granting advances to the workmen as and when they feel fit and shall also consider the recommendation of the union in this respect. I, therefore, give my award as follows—

1. That 50 workmen described in annexure 'A' (enclosed) are entitled to be confirmed and they have been confirmed by the management.
- (2) That the workmen are not be entitled loan for purchase wheat. No details are necessary. In proper cases, management are granting advances to the workmen which they shall go on doing, in proper and meritorious cases.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 11, dated 2nd January, 1978.

Forwarded (four copies) to the Secretary to Government Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947, with Annexure "A" which may also be published.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

ANNEXURE 'A'

List of workmen to be confirmed with effect from 1st November, 1977.

NAME

NAME

- | | |
|--------------------|-----------------------|
| 1. Mohan Lal. | 8. Jai Narain. |
| 2. Ajit Singh. | 9. Om Parkash/S.S. |
| 3. Nanu Ram. | 10. Gordhan Singh. |
| 4. Hari Ram. | 11. Mehar Singh. |
| 5. Raj Kumar/H. T. | 12. Karan Singh H. T. |
| 6. Rajbir/B. S. | 13. Ram phal H. T. |
| 7. Bhalle Ram. | 14. Kali Ram. |

NAME	NAME
15. Suresh Chander.	33. Ranbir Singh D. C.
16. Ranbir Singh/D. R.	34. Attar Singh/N. S.
17. Dharmbir/I.S.	35. Sham Sunder/R. S.
18. Randhir Singh	36. Om Parkash/K. S.
19. Ram Chander	37. Same Ram.
20. Mohinder Singh.	38. Raj Pal.
21. Suraj Mal.	39. Sukhbir Singh.
22. Attar Singh/R. R.	40. Sham Sunder/R. R.
23. Rai Singh.	41. Dharm Pal/M.C.
24. Sat Narain.	42. Raghbir Singh.
25. Om Parkash/N. S.	43. Satbir Singh/D. S.
26. Anad Kumar.	44. Anoop Singh,
27. Kam Kishan/L. S.	45. Om Parkash/R. K.
28. Umed Singh K. R.	46. Khem Chand.
29. Om Parkash/G. L.	47. Sangat Rai.
30. Sadhu Ram	48. Hawa Singh.
31. Raj Kumar/P. L.	49. Krishan Dass.
32. Ramesh Kumar	50. Sukh Raj.

(Attested)

NATHU RAM SHARMA

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad,

No. 367-4Lab-78/872.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana, is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s New India Dying and Finishing Mills, 14/5 Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM, SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 121 of 1977

between

SHRI SEETA RAM WORKMAN AND THE MANAGEMENT OF M/S. NEW INDIA
DYING AND FINISHING MILLS, 14/5 MATHURA ROAD, FARIDABAD

Present :—

Shri Sita Ram, concerned workman.

Shri D. C. Bhardwaj for the management.

AWARD

By order No. ID/FD/265-77/28209, dated the 29th July, 1977 the Governor of Haryana referred the following dispute between the management of M/s New India Dying and Finishing Mills, 14/5 Mathura

Road, Faridabad and its workman Shri Seeta Ram, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Seeta Ram was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the parties. The parties appeared. The representative for the management stated that the workman is in the employment of the management continuously and there was no break in his service. The workman stated that he was continuously in the employment of the management from the time he joined service. I, therefore, give my award as follows:—

That no termination of services of Shri Seeta Ram has taken place. It seems that the management reinstated the workman with continuity of service.

NATHU RAM SHARMA.

Dated 3rd January, 1978.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 16, dated 3rd January, 1978

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA.

Dated 3rd January, 1978.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

The 7th January, 1978

No. 19101-4Lab-77/604.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workmen and the management of M/s Orient Steel and Industries Ltd., Plot No. 5, Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 181 of 1975

between

SHRI NISHAN SINGH, WORKMAN AND THE MANAGEMENT OF M/S ORIENT STEEL AND INDUSTRIES LIMITED, PLOT NO. 5, MATHURA ROAD, FARIDABAD

Present—

Shri Darshan Singh, for the workman.

Shri R. C. Sharma, for the management.

AWARD

By order No. ID/FD/899-A-75/70085, dated 3rd December, 1975, the Governor of Haryana referred the following dispute between the management of M/s Orient Steel and Industries Limited, Plot No. 5, Mathura Road, Faridabad and its workman Shri Nishan Singh, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Nishan Singh was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the parties. The parties filed their pleadings. On pleading of the parties the following issues were framed,—*vide* my learned predecessor on 19th January, 1976:—

- (1) Whether the workman was on probation till the date of termination of his services.
- (2) Whether the termination of his services was justified and in order? If not, to what relief he is entitled?

The case was fixed for the evidence of the management. The management examined one Shri Amar Singh, Time keeper M. W. 1 who proved Exhibit M. 1 and an extract prepared from attendance register. In cross-examination this witness gave the strength of workmen in the factory during March, April, June, July, 1975 which was less than 40 in each month. Shri S. P. Singh, Engineer Machine Shop was also examined by the management as M. W. 2 who proved Exhibit M-2 to M-7. In cross-examination he stated that he has been telling the workman concerned regarding his unsatisfactory work verbally and that there were about 50 workmen in their factory in two division. The management closed their case.

Then the case was fixed for the evidence of the workman. The workman examined himself as W. W. 1 who stated that he joined the service of the management on 1st August, 1974 and his services were terminated on 1st July, 1975, that is, he served the management for 11th months only, less than a year. He further stated that the workman had struck work for about 1½ months in the year 1975 to get their demand of minimum wages. He was President of the union and therefore he was victimised. He further stated that Shri P. K. Rajgaria asked him to remove the flag of the union fixed outside the factory after the strike had been called off and when he did not do that, his services were terminated. Shri Prem Chand workman was also examined as W.W. 2 by the workman who stated that he had resigned his job on 31st December, 1975. He corroborated the statement of the Workman concerned, regarding the fact that Shri P. K. Rajgaria had asked the workman concerned to remove the flag of the union after the strike had come to end and because the Workman concerned could not do that, then his services were terminated. Shri Darshan Singh authorised representative of the Workman was also examined as W.W. 3 who tendered in evidence the copy of the report of the Conciliation Officer Ex. WX,—*vide* letter Exhibit WY. He stated that before the Conciliation Officer, no letter in respect of the workman being on probation was brought. In cross-examination, he stated that whatever he had stated before the Conciliation Officer was recorded correctly and the workman struck work in the end of April, and continued to do so till the middle of June. He however, could not recollect the actual settlement made by him. I have considered the evidence of the parties and have gone through the documents placed by them. Exhibit M. 6 is the application for appointment in which it is recorded that the probation period is 9 months but the company can extend it at its sweet will. Exhibit M-2 is appointment letter which reads that initial period of probation is six months which can be extended twice by three months if after the expiry of initial period of probation and extended period of probation, a letter of confirmation is not issued within a month, it will be deemed that the period of probation has been automatically extended. In such event the management may or may not issue the letter of extension. After the completion of 12 months of full probation period the management will decide within 13th month whether the workman is to be retained in service or his services are to be terminated. If no action is taken after the completion of 13 months of service, the workman is to be deemed to have been confirmed automatically. It further reads that the services of the workman can be terminated at any time during the period of probation. Exhibit M-5 is the letter of termination of services. Exhibit M-6 is a report regarding unsatisfactory work of the workman. Exhibit M-3 is a confidential letter in which the report of the working of the workman concerned is demanded. Exhibit M-1 is the extract from attendance register which shows three days presence of the workman concerned in May, 1975 and 7 days presence in June, 1975. Exhibit M-6 and M-2 bear the signatures of the workman concerned which are applications of appointment and appointment letter.

Even from the statement of the workman concerned it is clear that he had 11 months service at his credit. According to the documentary evidence, he was not confirmed and according to the letter of appointment his services could be terminated at the sweet will of the management during probation period. It is also proved that the services of the workman concerned were terminated during probation period. On the date of termination of services, the workman was a probationer and had not been confirmed.

1964-I-LLJ-Page 9, has been cited, which is an authority of the Hon'ble the Supreme Court of India between Express News Papers Ltd. and Labour Court Madras and another in Civil Appeal No. 526 of 1963. I have gone through this ruling. The facts in that ruling were that the workman's services had been terminated prior to the initial probation period had expired. It was held that at the end of six months period the employer can either confirm the employee or terminated his services if his service is found unsatisfactory and if no action is taken by the employer either way the employee continues to be as a probationer. Their Lordship held that there is no automatic termination of services and that without anything more, an appointment of probation for six months gives the employer no right to terminate the services of an employee before six months had expired except on the ground of misconduct and other sufficient reasons in which case even the services of a permanent employee could be terminated. I think that ruling is based on the reasoning that initial period of six months probation

is the minimum period of service which is a term of appointment. So it was held that the services of a probationer for the initial period of six months could not be terminated prior to the expiry of the initial period of six months being the minimum contracted period as per the appointment letter. Here in this case before me, the initial period of six months probation has expired, even the first automatic extended period of probation by three months has also expired and two months thereafter has also expired. Only the second automatic extended period of probation by three months had not expired when the services of this workman were terminated. The facts of the above referred to ruling of the Hon'ble Supreme Court of India are not quite similar to the facts of the instant case before me, but their Lordship of the Supreme Court of India have upheld a principle. The reasoning behind the principle have not been given in the above referred to ruling of the Hon'ble the Supreme Court of India. Therefore, it is not safe and proper to hold the facts of the present case beyond the scope and purview of the application of the above referred to ruling of the Hon'ble Supreme Court of India in absence of reasoning behind the principles upheld by the Lordship of Supreme Court of India.

The management have also pleaded in para No. 3 of the written statement that the applicant himself absented along with others without any cause and reasons for a very long time in the months of March, April, and May, 1975. There is evidence also in support of this but the management did not take the plea that because of this long absenteeism on the part of the workman, the workman had abandoned his job of his own, neither there is any issue on this. Therefore, I cannot go into this statement in the pleadings of the management in their written statement. Hence I decide issue No. 1 as follows :—

That the workman was on probation till the date of termination of his services. I decide this issue No. 1 in favour of the management.

Issue No 2

I am of the view that 1964-1-LLJ-page 9, the above referred to ruling of the Hon'ble Supreme Court of India is binding on me and as per the principle laid down in this ruling, I hold issue No. 2 against the management.

I, therefore, give my award as follows :—

That the termination of services of Shri Nishan Singh was neither justified nor in order, even he has been held to be a probationer till the date of the termination of his services. He is entitled to reinstatement with continuity of service and with full back wages as per the unrebutted statement of the workman that he has remained unemployed.

NATHU RAM SHARMA,

Dated, the 2nd December, 1977

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 1185, dated 21st February, 1977

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Dated, the 21st February, 1977

G. V. GUPTA, Secy.

HARYANA PUBLIC WORKS DEPARTMENT

BUILDINGS AND ROADS BRANCH

CORRIGENDUM

The 10th January, 1978

No. 28RA/IV/476.—Corrigendum notification under section IV the work of constructing Narneaul-Rewari road to Chhpra Simalpur in Mohindergarh District,—vide Notification No. S.E., P.W.D., B.&R. Br. No. 320, dated 4th March, 1975 as published in *Haryana Government Gazette*, on 22nd April, 1975 at page No. 545 to—

The following correction addition may please be read for the figures mentioned below :—

Sr. No.	Name of village	Wrong Khasra No. published in the Gazette under section 4 at page No. 545	Correct No. of Khasra which are to be published
1	Sorana	Mustil 5 Kila No. 17/1, 17/2	Mustil No. 5, Kila No. 26 Khasra No. 49

No. 28RA/IV/477.—Corrigendum notification under section IV the work of constructing Narnaul-Rewari road to village Sobhapur, including link Sekri in Mahendergarh District,—vide Notification No. S. E. P.W.D., B.&R. Br. Rohtak No. 317, dated 4th March, 1975, as published in *Haryana Government Gazette*, on 6th May, 1975 at page No. 619 to 620.

The following correction addition may please be read for the figures mentioned below :—

Sr. No.	Name of village	Wrong Khasra No. published in the Gazette under section 4 at page No. 619 to 620	Correct No. of Khasra which are to be published
1	Patikra	52 Mustil	50 Mustil
		..	Mustil No. 50 Kila No. 3 Khasra No. 200
2	Fazalipur	..	Mustil No. 20 Kila No. 5
3	Sobhapur Bhushan Kalan	36 Mustil	35 Mustil
			36 Mustil Kila No. 16/1, 16/2, 16/3, 17/1, 17/2, 18, 20/1, 20/2

(Sd.) ,

Superintending Engineer,
Rohtak Circle, P.W.D., B.&R.